

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 5	
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. PR-OEI-18-00027	
6. ISSUED BY HPOD		CODE		5. PROJECT NO. (If applicable)	
HPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)		9A. AMENDMENT OF SOLICITATION NO.	
INTERNATIONAL BUSINESS MACHINES CORPORATION Attn: [REDACTED] 6710 ROCKLEDGE DRIVE BETHESDA MD 20817				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-17-020 0002	
				10B. DATED (SEE ITEM 13) 09/15/2017	
CODE 835130485		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$45,500.00
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22 "Limitation of Funds"

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 835130485

TOCOR: Holly Fenderson

The purpose of this modification is the add \$45,500.00 in incremental funding to the task order. The Contracting Officer for this modification is changed from Keith Westry to John Moua.

All other terms and conditions remain unchanged and in full effect.


LIST OF CHANGES:

Reason for Modification : Funding Only Action

Total Amount for this Modification: \$0.00

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) John Moua	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11/14/2017

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
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NAME OF OFFEROR OR CONTRACTOR
INTERNATIONAL BUSINESS MACHINES CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>New Total Amount for this Version: \$1,390,743.00 New Total Amount for this Award: \$8,742,105.00 Obligated Amount for this Modification: \$45,500.00 New Total Obligated Amount for this Award: \$145,500.00 Incremental Funded Amount changed: from \$100,000.00 to \$145,500.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 1 Obligated Amount for this modification: \$45,500.00 Incremental Funded Amount changed from \$90,000.00 to \$135,500.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 17-18-B-HP2-ZZZHF8-2505-18HPEAS003-001 Beginning FiscalYear 17 Ending Fiscal Year 18 Fund (Appropriation) B Budget Organization HP2 Program (PRC) ZZZHF8 Budget (BOC) 2505 Job # (Site/Project) Cost Organization DCN-LineID 18HPEAS003-001 Quantity: 0 Amount: \$45,500.00 Percent: 3.16799 Subject To Funding: N Payment Address: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711</p> <p>Delivery: 09/15/2018 Delivery Location Code: HPOD HPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460 USA</p> <p>Continued ...</p>				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
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NAME OF OFFEROR OR CONTRACTOR

INTERNATIONAL BUSINESS MACHINES CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711 FOB: Destination Period of Performance: 09/16/2017 to 09/15/2022 Change Item 0001 to read as follows (amount shown is the total amount): Base: Customer Advocacy Communications and Training Support : \$1,390,743.00 Accounting Info: 17-18-C-HP2-ZZZHF8-2505-17HPEAS013-002 BFY: 17 EFY: 18 Fund: C Budget Org: HP2 Program (PRC): ZZZHF8 Budget (BOC): 2505 DCN - Line ID: 17HPEAS013-002 Funding Flag: Partial Funded: \$0.00 Accounting Info: 17-18-B-HP2-ZZZHF8-2505-17HPEAS013-003 BFY: 17 EFY: 18 Fund: B Budget Org: HP2 Program (PRC): ZZZHF8 Budget (BOC): 2505 DCN - Line ID: 17HPEAS013-003 Funding Flag: Partial Funded: \$0.00 Accounting Info: 17-18-B-HP2-ZZZHF8-2505-18HPEAS003-001 BFY: 17 EFY: 18 Fund: B Budget Org: HP2 Program (PRC): ZZZHF8 Budget (BOC): 2505 DCN - Line ID: 18HPEAS003-001 Funding Flag: Partial Funded: \$45,500.00				45,500.00

LOCAL CLAUSE - EPA-B-32-103A - Limitation of Government's Obligation

(a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded. Contract line items **0001** through **0010** are severable and may be incrementally funded. For these items, the sum of **\$145,000.00** of the total price is presently available for payment and allotted to this contract.

(b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted for those items to the contract. The Contractor shall not continue work on those items beyond that point. Subject to the clause entitled, "Termination for Convenience of the Government," the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of the termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (h) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 5 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for the allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If, after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."

(d) The parties contemplate that, subject to the availability of appropriations, the Government may allot additional funds for continued performance of the contract line items identified in paragraph (a) of this clause and will determine the estimated period of contract performance which will be covered by the funds. If additional funds are allotted, the Contracting Officer will notify the Contractor in writing. The Contractor shall not resume performance of the contract line items identified in paragraph (a) until the written notice is received. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.

(e) The Government may, at any time prior to termination, allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.

(f) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.

(g) Nothing in this clause affects the right of the Government to otherwise terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".

(h) The parties contemplate that the Government may obligate funds to this contract in accordance with the following schedule:

RECAPITULATION:

	PRIOR AMOUNT	THIS MOD.	NEW AMOUNT
BASE PERIOD			
Total Maximum Amount:	\$1,390,743.00	\$0.00	\$1,390,743.00
Funded Amount:	\$90,000.00	\$45,500.00	\$135,500.00

BASE PERIOD OPTIONAL TASK 8 Customer Experience

Total Maximum Amount:	\$257,833.00	\$0	\$257,833.00
Funded Amount:	\$10,000.00	\$0	\$10,000.00